

## **TERMS AND CONDITIONS OF THE GTRADX "Founder" PARTNERSHIP PROGRAM**

### **I. Purpose of the Program**

To create a solid foundation for the GTRADX brand through cooperation with trusted and committed Members – companies that want to actively contribute to the development of the platform and achieve measurable business benefits from a reliable and secure space for commercial transactions.

### **II. Program Participants**

1. The Partner Program is a pilot program limited to a maximum of 20 Members (Sellers and Buyers) and is intended exclusively for entities operating in B2B (Business-to-Business) relationships.
2. There are two ways to participate in the Program:
  - a) by invitation (invite-only) sent by GTRADX to a selected Partner;
  - b) by submitting an application by the interested entity, which is subject to GTRADX's internal verification process.
3. Regardless of the recruitment path (invitation or application), a prerequisite for qualifying for the Program is passing a positive verification conducted by GTRADX and maintaining the status of an active entrepreneur, as described in point V. 2 b) of these Terms and Conditions.
4. Each admission to the Program requires the approval of GTRADX and is confirmed by email to the address provided.
5. Meeting the conditions for participation does not guarantee admission to the Program. The final decision rests with GTRADX.

### **III. Scope and possibilities of the Program**

1. The possibility of publishing an unlimited number of advertisements or RFQs, while maintaining the minimum activity specified in point V.2 b).
2. Full access to all GTRADX functionalities, i.e.: marketplace, deal room, stockpile, dedicated support, library of legal acts.
3. Increased reach and an additional sales channel.
4. Verification at levels specified for Users in the GTRADX Terms and Conditions.
5. Awarding of the prestigious "Founding Member" badge.

### **IV. Pilot Phase Assumptions**

1. Verification of GTRADX technological and operational solutions in conditions of increased trading activity.
2. Obtaining analytical data on the market behaviour of professional entities (B2B) in order to optimize platform processes.
3. Verification of the business assumptions of the marketplace model in the environment of real trading transactions carried out by key market users.

4. Enabling Program Participants to test the GTRADX sales channel on preferential pricing terms prior to its full commercial launch/scaling.

#### **V. Term and conditions of activity**

1. The Program begins on January 1, 2026, at 00:00 and lasts until December 31, 2026, at 23:59. A User who joins the Program during the above period (i.e., between January 1, 2026, and December 31, 2026) acquires the right to use the discount for a period of 12 consecutive calendar months, counted from the date of the User's effective joining the Program, i.e., making the payment.
2. The campaign is addressed to Partners who maintain the status of an active entrepreneur in order to verify the functionality of the platform in real conditions. This status requires that all of the following conditions be met:
  - a) The Partner has passed a positive verification carried out by GTRADX,
  - b) The Partner maintains minimum activity on the platform. Activity verification takes place periodically, every 3 (three) months, starting from the date of the Partner's effective accession to the Program. In each of the above-mentioned settlement periods, the Partner must meet one of the following conditions:
    - ✓ publish at least 3 (three) active commercial advertisements or requests for quotation (RFQ);
    - ✓ publish at least one (1) commercial advertisement or request for quotation (RFQ) with a minimum total volume of 10,000 (ten thousand) tons.
3. Activity is measured automatically by the GTRADX system. Failure to meet the activity conditions referred to above results in the loss of the right to continue participating in the Program, but does not result in additional remuneration due to GTRADX for the already purchased subscription period or a revaluation of the previously granted discount.
4. GTRADX may terminate the Program early or extend its duration by notifying participants via the email address provided during registration and a message on the platform.
5. Recruitment of new participants for the Pilot Program will be automatically closed after the period specified in point V.1. (i.e., after December 31, 2026) or after reaching the limit of 20 (twenty) active Members.
6. Discount periods granted to Participants who successfully joined the Program before its closure will be honored for the full 12-month period, in accordance with the rules set out in section V.1.
7. After the end of a Participant's 12-month discount period, their continued use of the platform will be subject to the standard subscription plans in force at that time.

#### **VI. Financial terms and conditions and settlements**

1. During the term of the Affiliate Program, members of the Program shall have access to the following subscription plan:
  - a) Sellers – to the Unlimited plan with a commercial discount of 95% of the regular price of the Unlimited annual subscription plan (i.e., EUR 74.5 net final price),
  - b) Buyers – to the Pro plan with a commercial discount of 95% of the regular price of the annual Pro subscription plan (i.e., EUR 19.95 net final price).
2. If the minimum activity requirement in section V.2 b) is not met, GTRADX reserves the right to immediately exclude the Partner from the Program (close the

promotional account). Further use of the platform requires the selection of a standard subscription plan and payment for it in accordance with the applicable rates.

3. Users who qualify for the Program will receive a one-time discount code for the entire 12-month duration of the Program, discounting the price of the Unlimited subscription plan for Sellers and the price of the Pro subscription plan for Buyers by 95%. After the Program period ends, if the Unlimited/Pro Plan is not canceled, the standard price resulting from the GTRADX Terms and Conditions for these subscription plans will be charged.
4. GTRADX will issue a VAT invoice to the Partner, showing the regular price, the discount applied, and the final amount to be paid, in a single advance payment, for the entire period of use of the platform indicated on the invoice, in accordance with applicable tax law. The discount referred to in point VI.1 is a transaction discount, already included at the stage of issuing the invoice for the subscription service and reducing the VAT tax base in accordance with applicable regulations.
5. The fee paid for the 12-month subscription period is non-refundable, regardless of the reason for early termination of participation in the Program.
6. The discount granted is a standard reduction in the commercial price, applied to all Program Members on an equal basis, justified by the stage of development of the platform (pilot phase), and is not linked to the achievement of a specific level of turnover. The purpose of the discount is to encourage users to use a new service on the market, with the aim of quickly acquiring a limited number of first users, testing technological solutions, and building market credibility.
7. The discount is not equivalent to any services provided by the Participant to GTRADX. In particular, the activity requirement (publication of advertisements) is only a qualification criterion for the target group (active traders) and not a service of filling the website with content.

## **VII. Information about the end of the Program**

GTRADX shall notify Members of the upcoming termination of the Program at least 30 days in advance by email.

## **VIII. After the Program ends**

After the Program ends, the subscription rates specified in Appendix 1 to the GTRADX Terms and Conditions shall apply. Further use of the account requires the selection of a subscription plan.

## **IX. Final provisions and legal protection**

1. The Program does not constitute an offer within the meaning of Article 66 of the Civil Code of the Republic of Poland, but an invitation to cooperate.
2. GTRADX may ask Partners to voluntarily participate in research surveys, consultation meetings, or to consent to the use of their company logo in GTRADX promotional materials. Participation in these activities is entirely voluntary, free of charge, and is not a condition for maintaining access to the platform at a promotional price.

3. Participation in the Program and the price discount granted do not constitute a form of barter settlement or remuneration for any promotional, marketing, advertising, consulting, or other reciprocal services performed by Program Members for GTRADX. Participation in surveys, sharing anonymous feedback, participation in consultation meetings, and consent to the use of the logo are entirely voluntary and free of charge and do not affect the right to a discount or its amount.
4. GTRADX is not responsible for the tax classification of the benefits obtained by Program Members from participation in the Program. Each Program Member is responsible for making their own assessment of the tax implications in accordance with applicable regulations.
5. Detailed rules for using the platform, the privacy policy (GDPR), and GTRADX's limitation of liability are governed by the GTRADX Terms and Conditions and Privacy Policy, available on the GTRADX platform.